

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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| Applicants: | Maria Guadalupe Castellanos et al. | § | Art Unit: | 3689 |
| | | § | | |
| Serial No.: | 10/781,607 | § | Conf. No.: | 2695 |
| | | § | | |
| Filed: | February 18, 2004 | § | Examiner: | Fonya M. Long |
| | | § | | |
| For: | Method and Apparatus for | § | Atty. Dkt. No.: | 200310995-1 |
| | Determining Contact Attributes | § | | (HPC.0648US) |
| | Based on Language Patterns | § | | |

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APPEAL BRIEF PURSUANT TO 37 C.F.R. § 41.37

Sir:

The final rejection of claims 1-13, 15-17, 19-21, 23 and 27-36 is hereby appealed.

I. REAL PARTY IN INTEREST

The real party in interest is the Hewlett-Packard Development Company, LP. The Hewlett-Packard Development Company, LP, a limited partnership established under the laws of the State of Texas and having a principal place of business at 11445 Compaq Center Drive West, Houston, TX 77707, U.S.A. (hereinafter "HPDC"). HPDC is a Texas limited partnership and is a wholly-owned affiliate of Hewlett-Packard Company, a Delaware Corporation, headquartered in Palo Alto, CA. The general or managing partner of HPDC is HPQ Holdings, LLC.

II. RELATED APPEALS AND INTERFERENCES

None.

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III. STATUS OF THE CLAIMS

Claims 1-13, 15-17, 19-21, 23 and 27-36 have been finally rejected and are the subject of this appeal. Claims 14, 18, 22, and 24-26 have been cancelled.

IV. STATUS OF AMENDMENTS

An Amendment Under 37 C.F.R. § 41.33 was submitted on July 31, 2009. As indicated by the Examiner in a telephonic interview on July 30, 2009, this Amendment will be entered for purposes of appeal to remove the § 101 issue from appeal.

V. SUMMARY OF THE CLAIMED SUBJECT MATTER

The following provides a concise explanation of the subject matter defined in each of the independent claims involved in the appeal, referring to the specification by page and line number and to the drawings by reference characters, as required by 37 C.F.R. § 41.37(c)(1)(v). Each element of the claims is identified by a corresponding reference to the specification and drawings where applicable. Note that the citation to passages in the specification and drawings for each claim element does not imply that the limitations from the specification and drawings should be read into the corresponding claim element.

Independent claim 1 recites a method executed by a processor for analyzing contracts (Spec., p. 3, ¶ [0012], ln. 1-8), comprising:

receiving, by the processor, a definition of plural structural components within a contract being analyzed (Spec., p. 9, ¶ [0030], ln. 1-7);

determining (Fig. 2:218), by the processor, at least one language pattern indicative of a contract attribute from text of a plurality of sample contracts (Spec., p. 5, ¶ [0018], ln. 1-4; p. 6, ¶ [0021], ln. 1-6), wherein the at least one language pattern corresponds to a particular one of the plural structural components specified by the definition (Spec., p. 6, ¶ [0022], ln. 1-5; p. 9, ¶

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[0030], ln. 1-7; p. 15, ¶ [0038], ln. 1-¶ [0039], ln. 7; p. 16, ¶ [0041], ln. 1-11; p. 19, ¶ [0051], ln. 1-5; p. 22, ¶ [0059], ln. 1-10);

determining (Fig. 2:228) , by the processor, whether the language pattern is present in the particular structural component of the contract being analyzed (Spec., p. 18, ¶ [0048], ln. 1-4);
and

in response to the presence of the language pattern in the particular structural component of the contract being analyzed, assigning (Fig. 2:230) , by the processor, text associated with the language pattern to the contract attribute (Spec., p. 18, ¶ [0048], ln. 4-8).

Independent claim 11 recites a system, comprising:

a processor (Fig. 4:404);

a storage arrangement (Fig. 4:406, 408, 440) including a plurality of sample contracts and a definition stored in machine-readable form, wherein the definition specifies plural structural components of a contract being analyzed (Spec., p. 6, ¶ [0021], ln.1-6; p. 9, ¶ [0030], ln. 1-7);

a learning module (Fig. 1:108) executable on the processor to determine at least one language pattern indicative of a contract attribute from text of the plurality of sample contracts, wherein the at least one language pattern corresponds to a particular one of the plural structural components specified by the definition (Spec., p. 6, ¶ [0022], ln. 1-5; p. 15, ¶ [0038], ln. 1-39; p. 16, ¶ [0041], ln. 1-11; p. 19, ¶ [0051], ln. 1-5; p. 22, ¶ [0059], ln. 1-10);

an extractor (Fig. 1:116) executable on the processor to determine whether the language pattern is present in the particular structural component of the contract being analyzed, the extractor further executable to, in response to the presence of the language pattern in the particular structural component of the contract being analyzed, assign a contract attribute to a portion of the text of the contract being analyzed associated with the language pattern (Spec., p. 6, ¶ [0024], ln. 1-p. 7, ¶ [0025], ln. 7; p. 18, ¶ [0048], ln. 1-4); and

a contracts facts database (Fig. 1:120) configured to store a data value conforming to the portion of the text assigned to the contract attribute (Spec., p. 7, ¶ [0026], ln. 1-6; p. 18, ¶ [0048], ln. 4-8).

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Independent claim 19 recites a computer-readable storage medium containing instructions for causing a processor (Fig. 4:404) of a data processing system to perform steps comprising:

receiving a definition of plural structural components within a contract being analyzed (Spec., p. 9, ¶ [0030], ln. 1-7);

determining (Fig. 2:218) at least one language pattern indicative of a contract attribute from text from a plurality of sample contracts (Spec., p. 5, ¶ [0018], ln. 1-4; p. 6, ¶ [0021], ln. 1-6), wherein the at least one language pattern corresponds to a particular one of the plural structural components specified by the definition (Spec., p. 6, ¶ [0022], ln. 1-5; p. 9, ¶ [0030], ln. 1-7; p. 15, ¶ [0038], ln. 1-¶ [0039], ln. 7; p. 16, ¶ [0041], ln. 1-11; p. 19, ¶ [0051], ln. 1-5; p. 22, ¶ [0059], ln. 1-10);

determining (Fig. 2:228) whether the language pattern is present in the particular structural component of the contract being analyzed (Spec., p. 18, ¶ [0048], ln. 1-4); and

in response to the presence of the language pattern in the particular structural component of the contract being analyzed, assigning (Fig. 2:230) a portion of text associated with the language pattern to the contract attribute (Spec., p. 18, ¶ [0048], ln. 4-8).

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VI. GROUNDS OF REJECTION TO BE REVIEWED ON APPEAL¹

- A. Claims 1-7, 9-13, 15, 16, 19-21, 23, 30, 33 and 36 were rejected under 35 U.S.C. § 103(a) as unpatentable over Soderland ("Learning Information Extraction Rules for Semi-Structured and Free Text") in view of Grundfest (U.S. Patent Publication No. 2002/0165726).**
- B. Claims 8, 27-29, 31, 32, 34 and 35 were rejected under 35 U.S.C. § 103(a) as unpatentable over Soderland in view of Grundfest and further in view of Lerner (U.S. Patent No. 6,859,909).**
- C. Claim 17 was rejected under 35 U.S.C. § 103(a) as unpatentable over Soderland in view of Grundfest and further in view of Kadel, Jr. (U.S. Patent Publication No. 2002/0184401).**

VII. ARGUMENT

The claims do not stand or fall together. Instead, Appellant presents separate arguments for various independent and dependent claims. Each of these arguments is separately argued below and presented with separate headings and sub-headings as required by 37 C.F.R. § 41.37(c)(1)(vii).

- A. Claims 1-7, 9-13, 15, 16, 19-21, 23, 30, 33 and 36 were rejected under 35 U.S.C. § 103(a) as unpatentable over Soderland ("Learning Information Extraction Rules for Semi Structured and Free Text") in view of Grundfest (U.S. Patent Publication No. 2002/0165726).**

- 1. Claims 1-7, 9, 10, 19-21, 23, 30, 36.**

It is respectfully submitted that independent claim 1 is non-obvious over Soderland in view of Grundfest.

¹ As discussed in a telephonic interview on July 30, 2009, the Amendment under 37 C.F.R. § 41.33 will be entered to remove the rejection under 35 U.S.C. § 101 as an issue for appeal.

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To make a determination under 35 U.S.C. § 103, several basic factual inquiries must be performed, including determining the scope and content of the prior art, and ascertaining the differences between the prior art and the claims at issue. *Graham v. John Deere Co.*, 383 U.S. 1, 17, 148 U.S.P.Q. 459 (1965). Moreover, as held by the U.S. Supreme Court, it is important to identify a reason that would have prompted a person of ordinary skill in the art to combine reference teachings in the manner that the claimed invention does. *KSR International Co. v. Teleflex, Inc.*, 127 S. Ct. 1727, 1741, 82 U.S.P.Q.2d 1385 (2007).

The hypothetical combination of Soderland and Grundfest does not teach or hint at receiving a **definition of plural structural components within a contract being analyzed**, and determining at least one language pattern indicative of a contract attribute from text of a plurality of sample contracts, where the at least one language pattern corresponds to a **particular one of the plural structural components [within the contract being analyzed] specified by the definition**. Moreover, the hypothetical combination of Soderland and Grundfest does not disclose or hint at determining whether the language pattern is present in **the particular structural component of the contract being analyzed**.

Soderland refers to a WHISK rule representation technique for forming regular expression patterns from input text. See Soderland, § 2.1. However, there is absolutely no teaching or hint given in Soderland of receiving a **definition of plural structural components within a contract being analyzed**, and determining at least one language pattern from text of a plurality of sample contracts that corresponds to a **particular one of the plural structural components [within the contract being analyzed] specified by the definition**.

The Examiner conceded that Soderland is not applied to “contracts” (3/3/2009 Office Action at 4)—this concession means that Soderland does not disclose the subject matter of claim

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1 referred to above. However, the Examiner cited Grundfest as purportedly disclosing the claimed subject matter conceded to be missing from Soderland. *Id.*

Grundfest refers to a technique of storing a master transactions agreement and other contracts in a database (Grundfest, ¶ [0019]) such that an intelligent search can be performed to extract relevant data from the contracts (Grundfest, ¶ [0036]). However, there is absolutely no hint given in Grundfest of the definition of **plural structural components within a contract**, or of determining a **language pattern indicative of a contract attribute** from text of a plurality of sample contracts that corresponds to a particular **one of the plural structural components within the contract** specified by the definition.

With respect to Grundfest, the Examiner relied primarily upon the teaching in ¶ [0010] of Grundfest that relates to searching for trends or patterns in contract data, such that comparisons across sales persons or marketing groups can be performed. As further noted by ¶ [0010] of Grundfest, patterns with respect to contract terms can be recognized. However, this teaching of Grundfest does not hint at providing a definition of structural components within a contract, or determining a language pattern indicative of a contract attribute that corresponds to a particular one of such structural components within the contract specified by the definition.

Since Grundfest fails to disclose or hint at subject matter of claim 1 that was conceded to be missing from Soderland, it is respectfully submitted that the hypothetical combination of Soderland and Grundfest would not have led to the claimed subject matter

It is also noted that a person of ordinary skill in the art would not have been prompted to combine the teachings of Grundfest and Soderland to achieve the claimed subject matter. As noted above, these references provide do not provide any hint of providing a definition of structural components within a contract and determining a language pattern indicative of a

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contract attribute that corresponds to a particular one of such structural components within the contract. Thus, a person of ordinary skill in the art would have found no reason to modify the teachings of Soderland and Grundfest to achieve the claimed subject matter.

Independent claim 19 and its dependent claims are also similarly non-obvious over Soderland and Grundfest.

In view of the foregoing, it is respectfully submitted that the obviousness rejection of claim 1 and its dependent claims is erroneous.

Reversal of the final rejection of the above claims is respectfully requested.

2. Claims 11-13, 15, 16, 33.

Independent claim 11 is also non-obvious over Soderland and Grundfest.

Claim 11 recites:

a storage arrangement including a plurality of sample contracts and a definition stored in machine-readable form, wherein **the definition specifies plural structural components of a contract being analyzed;**

a learning module executable on the processor to determine at least one **language pattern indicative of a contract attribute** from text of the plurality of sample contracts, wherein the at least one **language pattern corresponds to a particular one of the plural structural components specified by the definition.**

As explained above in connection with Soderland and Grundfest, these references do not provide any teaching or hint of a definition that specifies plural structural components of a contract being analyzed, or of determining a language pattern indicative of a contract attribute that corresponds to a particular one of the plural structural components within the contract specified by the definition.

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Therefore, the obviousness rejection of claim 11 and its dependent claims is also erroneous.

Reversal of the final rejection of the above claims is respectfully requested.

B. Claims 8, 27-29, 31, 32, 34 and 35 were rejected under 35 U.S.C. § 103(a) as unpatentable over Soderland in view of Grundfest and further in view of Lerner (U.S. Patent No. 6,859,909).

1. Claim 28.

In view of the allowability of base claim 1 over Soderland and Grundfest, it is respectfully submitted that the obviousness rejection of dependent claim 28 over Soderland, Grundfest, and Lerner has been overcome.

Claim 28 further recites that receiving the definition of the structural components within the contract being analyzed comprises receiving a model of the structural components within the contract being analyzed. The Examiner conceded that Soderland and Grundfest fails to disclose this feature of claim 28. 3/3/2009 Office Action at 13-14. However, the Examiner cited Lerner as purportedly disclosing this feature of claim 28. *Id.*

Although Lerner refers to a document object model (DOM) to allow programs and scripts to dynamically access and update the content, structure and style of web-based documents (Lerner, 7:47-56), there is no teaching or hint by Lerner that its DOM is used to define structural components within a contract. Therefore, the hypothetical combination of Lerner with Soderland and Grundfest would not have led to the claimed subject matter.

Claim 28 is therefore non-obvious over Soderland, Grundfest, and Lerner.

Reversal of the final rejection of the above claim is respectfully requested.

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2. Claims 29, 32, 35.

In view of the allowability of base claims over Soderland and Grundfest, it is respectfully submitted that the obviousness rejection of dependent claims 29, 32, and 35 over Soderland, Grundfest, and Lerner has been overcome.

Moreover, claim 29 further recites that receiving the definition of the plural structural components within the contract being analyzed comprises receiving the definition of plural sections or clauses within the contract being analyzed.

The Examiner argued that Soderland on pages 238-239 discloses this feature of claim 29. Specifically, the Examiner noted that Soderland “[defines] plural sections of the Rental ad being analyzed via the number of bedrooms and associated price.” 3/3/2009 Office Action at 14. The number of bedrooms and associated price corresponds to phrases found in the rental ad of Soderland, and have nothing to do with a definition of plural sections or clauses within a contract being analyzed. Grundfest and Lerner also provide no teaching or hint of a definition of plural sections or clauses within a contract.

Therefore, the hypothetical combination of Soderland, Grundfest, and Lerner would not have led to the claimed subject matter of claim 29.

Claims 32 and 35 are similarly further allowable over Soderland, Grundfest, and Lerner.

Reversal of the final rejection of the above claims is respectfully requested.

3. Claims 8, 27, 31, 34.

In view of the allowability of base claims over Soderland and Grundfest, it is respectfully submitted that the obviousness rejection of dependent claims 8, 27, 31, and 34 over Soderland, Grundfest, and Lerner has been overcome.

Reversal of the final rejection of the above claims is respectfully requested.

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C. Claim 17 was rejected under 35 U.S.C. § 103(a) as unpatentable over Soderland in view of Grundfest and further in view of Kadel, Jr. (U.S. Patent Publication No. 2002/0184401).

1. Claim 17.

In view of the allowability of base claim 11 over Soderland and Grundfest, it is respectfully submitted that the obviousness rejection of dependent claim 17 over Soderland, Grundfest, and Kadel has been overcome.

Reversal of the final rejection of the above claim is respectfully requested.

CONCLUSION

In view of the foregoing, reversal of all final rejections and allowance of all pending claims is respectfully requested.

Respectfully submitted,

Date: August 3, 2009

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VIII. APPENDIX OF APPEALED CLAIMS

The claims on appeal are (claims 14, 18, 22, and 24-26 have been cancelled):

- 1 1. A method executed by a processor for analyzing contracts, comprising:
2 receiving, by the processor, a definition of plural structural components within a contract
3 being analyzed;
4 determining, by the processor, at least one language pattern indicative of a contract
5 attribute from text of a plurality of sample contracts, wherein the at least one language pattern
6 corresponds to a particular one of the plural structural components specified by the definition;
7 determining, by the processor, whether the language pattern is present in the particular
8 structural component of the contract being analyzed; and
9 in response to the presence of the language pattern in the particular structural component
10 of the contract being analyzed, assigning, by the processor, text associated with the language
11 pattern to the contract attribute.
- 1 2. The method of claim 1, wherein determining at least one language pattern indicative of
2 the contract attribute comprises identifying, from the plurality of sample contracts, annotations
3 that describe a structural context associated with the language pattern, wherein the structural
4 context corresponds to the particular structural component.
- 1 3. The method of claim 2, further comprising manually adding the annotations to the
2 plurality of sample contracts based on the plural structural components specified by the
3 definition.
- 1 4. The method of claim 2, wherein the annotations comprise extensible markup language
2 tags.
- 1 5. The method of claim 1, wherein the contract attribute is specified in a component object
2 model associated with the contract.

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- 1 6. The method of claim 1, wherein determining the at least one language pattern indicative
2 of the contract attribute comprises generating a rule having an identifier of the particular
3 structural component and a regular expression associated with the language pattern.
- 1 7. The method of claim 6, wherein the regular expression is formed using a top-down
2 induction method.
- 1 8. The method of claim 1, wherein receiving the definition comprises receiving a document
2 object model.
- 1 9. The method of claim 6, wherein determining whether the language pattern is present in
2 the contract being analyzed further comprises classifying a portion of the contract being analyzed
3 containing the language pattern into a subject category associated with the particular structural
4 component of the rule.
- 1 10. The method of claim 9, wherein classifying the portion of the contract being analyzed
2 comprises classifying into the subject category based on at least one language pattern in the
3 portion indicative of the subject category.

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1 11. A system, comprising:
2 a processor;
3 a storage arrangement including a plurality of sample contracts and a definition stored in
4 machine-readable form, wherein the definition specifies plural structural components of a
5 contract being analyzed;
6 a learning module executable on the processor to determine at least one language pattern
7 indicative of a contract attribute from text of the plurality of sample contracts, wherein the at
8 least one language pattern corresponds to a particular one of the plural structural components
9 specified by the definition;
10 an extractor executable on the processor to determine whether the language pattern is
11 present in the particular structural component of the contract being analyzed, the extractor further
12 executable to, in response to the presence of the language pattern in the particular structural
13 component of the contract being analyzed, assign a contract attribute to a portion of the text of
14 the contract being analyzed associated with the language pattern; and
15 a contracts facts database configured to store a data value conforming to the portion of
16 the text assigned to the contract attribute.

1 12. The system of claim 11, wherein the learning module is executable to determine the at
2 least one language pattern indicative of the contract attribute by identifying, from the plurality of
3 sample contracts, annotations that describe a structural context associated with the language
4 pattern and corresponding to the particular structural component in each of the sample contracts.

1 13. The system of claim 12, wherein the learning module is executable to accept a user input
2 for manually adding annotations, according to the plural structural components specified by the
3 definition, to the plurality of sample contracts.

1 15. The system of claim 11, wherein the learning module is executable to determine the at
2 least one language pattern indicative of the contract attribute by generating a rule having an
3 identifier of the particular structural component and a regular expression associated with the
4 language pattern.

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1 16. The system of claim 15, wherein the rule is generated using a top-down induction method
2 to form the regular expression.

1 17. The system of claim 11, wherein the contracts facts database comprises one of a
2 relational database and an extensible markup language database.

1 19. A computer-readable storage medium containing instructions for causing a processor of a
2 data processing system to perform steps comprising:
3 receiving a definition of plural structural components within a contract being analyzed;
4 determining at least one language pattern indicative of a contract attribute from text from
5 a plurality of sample contracts, wherein the at least one language pattern corresponds to a
6 particular one of the plural structural components specified by the definition;
7 determining whether the language pattern is present in the particular structural
8 component of the contract being analyzed; and
9 in response to the presence of the language pattern in the particular structural component
10 of the contract being analyzed, assigning a portion of text associated with the language pattern to
11 the contract attribute.

1 20. The computer-readable storage medium of claim 19, wherein determining at least one
2 language pattern indicative of the contract attribute comprises identifying, from the plurality of
3 sample contracts, annotations that describe a structural context associated with the language
4 pattern, wherein the structural context corresponds to the particular structural component.

1 21. The computer-readable storage medium of claim 20, wherein the steps further comprise
2 manually adding the annotations to the plurality of sample contracts, based on the plural
3 structural components specified by the definition.

1 23. The computer-readable storage medium of claim 19, wherein determining the at least one
2 language pattern indicative of the contract attribute comprises generating a rule having an
3 identifier of the particular structural component and a regular expression associated with the
4 language pattern.

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1 27. The method of claim 1, wherein the particular structural component is present in at least
2 some of the sample contracts.

1 28. The method of claim 1, wherein receiving the definition of the plural structural
2 components comprises receiving a model of the plural structural components.

1 29. The method of claim 1, wherein receiving the definition of the plural structural
2 components comprises receiving the definition of plural sections or clauses within the contract
3 being analyzed.

1 30. The method of claim 1, further comprising:
2 determining a second language pattern indicative of a second contract attribute from text
3 of the plurality of sample contracts, wherein the second language pattern corresponds to a second
4 one of the plural structural components specified by the definition;
5 determining whether the second language pattern is present in the second structural
6 component of the contract being analyzed; and
7 extracting text to assign to the second contract attribute from the second structural
8 component of the contract being analyzed in response to determining the second language
9 pattern is present.

1 31. The system of claim 11, wherein the particular structural component is present in at least
2 some of the sample contracts.

1 32. The system of claim 11, wherein the plural structural components specified by the
2 definition comprise sections or clauses of the contract being analyzed.

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1 33. The system of claim 11, wherein the learning module is executable to determine a second
2 language pattern indicative of a second contract attribute from text of the plurality of sample
3 contracts, wherein the second language pattern corresponds to a second one of the plural
4 structural components specified by the definition, and
5 wherein the extractor is executable to:
6 determine whether the second language pattern is present in the second structural
7 component of the contract being analyzed; and
8 extract text to assign to the second contract attribute from the second structural
9 component of the contract being analyzed in response to determining the second language
10 pattern is present.

1 34. The computer-readable storage medium of claim 19, wherein the particular structural
2 component is present in at least some of the sample contracts.

1 35. The computer-readable storage medium of claim 19, wherein the plural structural
2 components specified by the definition comprise sections or clauses of the contract being
3 analyzed.

1 36. The computer-readable storage medium of claim 19, wherein the instructions are for
2 causing the process to further perform the steps of:
3 determining a second language pattern indicative of a second contract attribute from text
4 of the plurality of sample contracts, wherein the second language pattern corresponds to a second
5 one of the plural structural components specified by the definition;
6 determining whether the second language pattern is present in the second structural
7 component of the contract being analyzed; and
8 extracting text to assign to the second contract attribute from the second structural
9 component of the contract being analyzed in response to determining the second language
10 pattern is present.

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IX. EVIDENCE APPENDIX

None.

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X. RELATED PROCEEDINGS APPENDIX

None.